

FILED

17 OCT 31 AM 9:00

1 KING COUNTY
2 SUPERIOR COURT CLERK
3 E-FILED
CASE NUMBER: 17-2-28181-6 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

EMINENCE INVESTMENTS, LLC, a Washington limited liability company, Plaintiff vs ANTONIO CRUZ-ALVARADO and ERNESTINA CRUZ, Debtors))))) Case No.) [Clerk's action required])))))

Plaintiff alleges:

Parties

1. The Plaintiff, Eminence Investments, LLC, is a Washington limited liability company ("Eminence"). Its members include JH Realty, Inc., a Washington corporation, owned by Jared Holland; and Stylemaker Homes, Inc., a Washington corporation, owned by Ashley Walsh.

2. The Defendants, Antonio Cruz-Alvarado and Ernestina Cruz ("Cruz-Alvarado"), are husband and wife. Each act alleged herein was done by the Defendants individually and on behalf of their marital community. The Defendants own the property located at 9435 25th Ave. SW, Seattle, WA 98106.

COMPLAINT FOR SPECIFIC PERFORMANCE

Page 1 of 3

STERNBURG THOMSON OKRENT & SCHER, PLLC
520 Pike Street, Ste. 2250
Seattle, WA 98101-4013
206 386-5438//FAX 206 374-2868

Background/Facts

1. On May 3, 2017, the parties entered into a Real Estate Purchase and Sale Agreement under the terms of which the Defendants agreed to sell the Plaintiffs their property located at 9435 25th Ave. SW, Seattle, WA 98106 (the “Property”) for \$382,000.00 the “RESPA”).

2. The REPSA was modified or amended from time to time in order to adjust the closing and/or possession date to accommodate the Debtors' needs. It was also amended to recognize Eminence as the actual purchaser. In all respects the REPSA is a fully negotiated, agreed and integrated contract. A copy of the REPSA is attached hereto as Exhibit A.

3. On May 11, 2017, Eminence opened an escrow account with Best Escrow, LLC, deposited \$5,000 along with the REPSA. Under the terms of the REPSA, Eminence agreed to release the initial \$5,000 deposit to the Debtors.

4. On May 30, 2017, the Defendants filed a Chapter 13 bankruptcy in the United States Bankruptcy Court for the Western District of Washington.¹ The Chapter 13 case was dismissed by the Hon. Timothy W. Dore. This case is now closed.

5. The Plaintiffs executed all and delivered all documents necessary to close on this transaction, and had done all that was required of it to close the transaction by June 1 as provided in the REPSA including but not limited to depositing additional funds into escrow (which was stopped by the filing of the Defendants' now dismissed Bankruptcy case), executing all documents, including loan documents and otherwise was fully prepared and continues to be fully prepared to close on this transaction.

6. Eminence remains ready, willing and able to close this transaction and has demanded that the Defendants comply with the terms of the Agreement and close.

7. Eminence is entitled to and demands specific performance of the RESPA.

¹ Case No. 17-12457 TWD.

1 WHEREFORE, the plaintiff prays for an order of this Court requiring the Defendants to
2 specifically perform under the terms of the REPSA; for an order granting its attorneys' fees and
3 costs for pursuing this matter through the Bankruptcy and State courts as provided in the REPSA
4 and for such further and other relief as deemed appropriate in the premises.

5 DATED this 30th day of October 2017

6 Sternberg Thomson Okrent & Scher, PLLC

7 By _____
8

Craig S. Sternberg, WSBA 00521
9 Attorneys for Plaintiff
10 520 Pike Street, Ste. 2250
11 Seattle, WA 98101-4013
12 206 386-5438//FAX 206 374-2868

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COMPLAINT FOR SPECIFIC PERFORMANCE

STERNBERG THOMSON OKRENT & SCHER, PLLC

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520 Pike Street, Ste. 2250

Seattle, WA 98101-4013

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EXHIBIT A

Form 21
Residential Purchase & Sale Agreement
Rev. 2/17
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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

1. Date:	May 03, 2017	MLS No.:	1112852	Offer Expiration Date:	5/5/2017
2. Buyer:	JH Realty, Inc and/or Assignee				
3. Seller:	Buyer Antonio Cruz-Alvarado		Seller Ernestina Cruz		Status
4. Property:	Legal Description attached as Exhibit A. Tax Parcel No(s).: 3624039156 9435 25th Avenue SW Seattle King WA 98106 Address City County State Zip				
5. Included Items:	<input checked="" type="checkbox"/> stove/range; <input checked="" type="checkbox"/> refrigerator; <input checked="" type="checkbox"/> washer; <input checked="" type="checkbox"/> dryer; <input checked="" type="checkbox"/> dishwasher; <input checked="" type="checkbox"/> hot tub; <input type="checkbox"/> fireplace insert; <input type="checkbox"/> wood stove; <input type="checkbox"/> satellite dish; <input type="checkbox"/> security system; <input type="checkbox"/> attached television(s); <input type="checkbox"/> attached speaker(s); <input type="checkbox"/> microwave; <input type="checkbox"/> generator; <input type="checkbox"/> other				
6. Purchase Price:	\$ 374,950.00 Three Hundred Seventy-Four Thousand Nine Hundred Fifty Dollars				
7. Earnest Money:	\$ 5,000.00 <input checked="" type="checkbox"/> Check; <input type="checkbox"/> Note; <input type="checkbox"/> Other (held by <input type="checkbox"/> Selling Firm; <input checked="" type="checkbox"/> Closing Agent)				
8. Default:	(check only one) <input checked="" type="checkbox"/> Forfeiture of Earnest Money; <input type="checkbox"/> Seller's Election of Remedies				
9. Title Insurance Company:	Chicago Title				
10. Closing Agent:	Best Escrow, LLC				
	Company Individual (optional)				
11. Closing Date:	6/6/2017 or sooner; Possession Date: <input type="checkbox"/> on Closing; <input checked="" type="checkbox"/> Other 6/10/2017 or sooner				
12. Services of Closing Agent for Payment of Utilities:	<input checked="" type="checkbox"/> Requested (attach NWMLS Form 22K); <input type="checkbox"/> Waived				
13. Charges/Assessments Levied Before but Due After Closing:	<input type="checkbox"/> assumed by Buyer; <input checked="" type="checkbox"/> prepaid in full by Seller at Closing				
14. Seller Citizenship (FIRPTA):	Seller <input type="checkbox"/> is; <input checked="" type="checkbox"/> is not a foreign person for purposes of U.S. income taxation				
15. Agency Disclosure:	Selling Broker represents: <input checked="" type="checkbox"/> Buyer; <input type="checkbox"/> Seller; <input type="checkbox"/> both parties; <input type="checkbox"/> neither party Listing Broker represents: <input checked="" type="checkbox"/> Seller; <input type="checkbox"/> both parties				
16. Addenda:	22J(Lead Disclosure)	22K(Utility)	34(Addendum)	35(Inspection)	
	22EF				

Authenticator		05/04/2017
Buyer's Signature		Date
542017 9:25:43 AM PDT		
Buyer's Signature		Date
737 Olive Way #3503		
Buyer's Address		
Seattle WA 98101		
City, State, Zip		
Phone No.		Fax No.
Buyer's E-mail Address		
Homes & Equity Real Estate Grp		5049
Selling Firm		MLS Office No.
Jared Holland		106004
Selling Broker (Print)		MLS LAG No.
(425) 401-0606	2066196866	(425) 449-4909
Firm Phone No.	Broker Phone No.	Firm Fax No.
admin@nwhomeequity.com		
Selling Firm Document E-mail Address		
jared@freshlookre.com		
Selling Broker's E-mail Address		
121966	9327	
Selling Broker DOL License No.	Selling Firm DOL License No.	

Seller's Signature		5-6-2017
Ernestina Cruz		Date
Seller's Signature		5-6-2017
Seller's Address		
City, State, Zip		
(206) 898-0417		
Phone No.		Fax No.
Seller's E-mail Address		
Keller Williams Seattle Metro WEST		1470
Listing Firm		MLS Office No.
Hannah Nerbovig		83547
Listing Broker (Print)		MLS LAG No.
(206) 935-3442	(206) 650-5909	(206) 935-6236
Firm Phone No.	Broker Phone No.	Firm Fax No.
broker@seattlekellerwilliams.com		
Listing Firm Document E-mail Address		
hannah@livinginseattle.com		
Listing Broker's E-mail Address		
11076	7809	
Listing Broker DOL License No.	Listing Firm DOL License No.	

Form 21

Residential Purchase & Sale Agreement

Rev. 2/17

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. 1
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- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 5
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- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 20
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- c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing. 37
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- d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. 44
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- e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company 52
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05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date

5-6-2017 E.C.

5-6-2017

Seller's Initials

Date

Seller's Initials

Date

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- f. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all included items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) in the Property.

- g. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 13.

- i. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date

5-6-2017 F.C.

Seller's Initials

Date

Seller's Initials

Date

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

GENERAL TERMS

Continued

- j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. **Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date

ACG

5-6-2017 E.C.

5-6-2017

Seller's Initials

Date

Seller's Initials

Date

Form 21

Residential Purchase & Sale Agreement

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**GENERAL TERMS***Continued*

- r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 172
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- s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 178
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- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 181
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- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 190
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- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 198
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- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 201
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- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 205
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05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date

5-6-2017 E.C.

5-6-2017

Seller's Initials

Date

Seller's Initials

Date

Form 22EF
Evidence of Funds Addendum
Rev. 2/17
Page 1 of 1

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EVIDENCE OF FUNDS ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 03, 2017 1

between	<u>JH Realty Inc. and/or assign</u>	Buyer	("Buyer")
		Buyer	2
and	<u>Antonio Cruz-Alvarado</u>	Seller	("Seller")
		Seller	3
concerning	<u>9435 25th Ave SW</u>	Seattle	WA 98106 (the "Property").
		City	State Zip
			4

1. DEFINITIONS.

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6
7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8
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- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11
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2. **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within _____ days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14
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3. **DISCLOSURE OF SOURCES OF CONTINGENT FUNDS.** Buyer is relying on the following Contingent Funds for the Purchase Price: 22
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- Sale of the following owned by Buyer: _____ 24
- Gift of \$ _____ from _____ 25
- Funds not readily convertible to liquid United States funds (describe): _____ 26

Other (describe): Funding source is Veristone Fund 1, LLC. 28

Buyer shall provide Evidence to Seller 5 days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29
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4. **BUYER DEFAULT.** If Buyer fails to timely close because the Contingent Funds identified in Paragraph 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 35
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05/06/2017

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

5-6-2017 E.C.

Date

Seller's Initials

Date

5-6-2017

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 1 of 2

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated May 3, 2017 1

between JH Realty, Inc and/or assign

<u>Buyer and/or Lessee</u>	<u>Buyer and/or Lessee</u>	<u>("Buyer" and/or "Lessee")</u>
<u>and</u> <u>Antonio Cruz</u>	<u>Ernestina Cruz</u>	<u>("Seller" and/or "Lessor")</u>
<small>Seller and/or Lessor</small>	<small>Seller and/or Lessor</small>	
<u>concerning</u> <u>9435</u>	<u>25th Ave SW</u>	<u>Seattle</u>
<small>Address</small>		<u>City</u>
		<u>WA</u> <u>98106</u>
		<small>State</small> <small>Zip</small>
		<u>(the "Property")</u>

Purchase & Sale Agreement Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Lease Agreement Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Cancellation Rights

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement.

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
- (b) Records and reports available to the Seller/Lessor (check one below):
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate.

Ernestina Cruz 4-01-17
Seller/Lessor Date
05/04/2017 Date
Buyer/Lessee Initials Date

E.C. 4-01-17 ACG 04/01/17
Seller/Lessor Date
Seller/Lessor Initials Date

Form 22J
Disclosure Lead Based Paint & Hazards
Rev. 7/10
Page 2 of 2

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DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

- (c) Buyer/Lessee has received copies of all information listed above. 41
- (d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42
- (e) Buyer has (check one below only if Purchase and Sale Agreement): 43

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44
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Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 46
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This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information). 48
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This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52
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The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 57
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If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 66
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Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 75
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Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 78
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5/04/2017 10:58 AM PDT

Buyer/Lessee

Date

Buyer/Lessee

Date

80

Brokers' Acknowledgment

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance.

Jared Holland

05/04/2017



5/04/2017 10:58 AM PDT

Selling Broker

Date

Buyer/Lessee

Date

81



Listing Broker

Date

82

83

Buyer/Lessee Initials

Date

Buyer/Lessee Initials

Date

Seller/Lessor Initials

Date

Seller/Lessor Initials

Date

Form 22K
Identification of Utilities Addendum
Rev. 5/14
Page 1 of 1

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**IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 3, 2017 1

between JH Realty, Inc and/ or assign ("Buyer") 2

and Antonio Cruz Buyer 3

Seller Ernestina Cruz Seller 3

concerning 9435 25th Ave SW Seattle WA 98106 (the "Property"). 4

Address City State Zip

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5

necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6

providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT: CITY OF SEATTLE 8

Name _____ 9

Address _____ 10

SEWER DISTRICT: CITY OF SEATTLE Fax. No. 11

Name _____ 12

Address _____ 13

IRRIGATION DISTRICT: N/A Fax. No. 14

Name _____ 15

Address _____ 16

GARBAGE: CITY OF SEATTLE Fax. No. 17

Name _____ 18

Address _____ 19

ELECTRICITY: CITY OF SEATTLE Fax. No. 20

Name _____ 21

Address _____ 22

GAS: PUGET SOUND ENERGY Fax. No. 23

Name _____ 24

Address _____ 25

SPECIAL DISTRICT(S): CITY OF SEATTLE Fax. No. 26

(local improvement districts or utility local improvement districts) 27

Name _____ 28

Address _____ 29

City, State, Zip _____ Fax. No. 30

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within 31

days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 32

Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 33

and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 34

addresses of the utility providers identified by Seller. 35

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 36

(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 37

to insure payment of, Seller's utility charges. 38

 05/04/2017 E.C. 4-01-17  04/01/17

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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Form 31
Earnest Money Promissory Note
Rev. 7/10
Page 1 of 1

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EARNEST MONEY PROMISSORY NOTE

\$ 5,000.00 Seattle, Washington 1

FOR VALUE RECEIVED, JH Realty Inc. and/or assign 2
Buyer

Buyer ("Buyer") 3

agree(s) to pay to the order of Best Escrow, LLC. 4 (Selling Firm or Closing Agent)
the sum of Five Thousand 5 Dollars

(\$ 5,000.00 6), as follows:

- within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7
- *by May 12, 2017 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9
Sale Agreement between the Buyer and Antonio Cruz-Alvarado 10
Seller

Ernestina Cruz 11 ("Seller")
Seller

dated May 03, 2017 12. Buyer's failure to pay the Earnest Money 13
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note.

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15
court and collection costs. 16

Date: 05/06/2017 17

BUYER 
5/6/2017 4:07:40 PM PDT 18

BUYER 19

* "On closing" or similar language is not recommended. Use a definite date.

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 3, 2017 1

between JH Realty, Inc and/or assign 2 ("Buyer")

Buyer _____ Buyer _____

and Antonio Cruz-Alvarado 3 ("Seller")

Seller _____ Seller _____

concerning 9435 25th Ave SW 4 (the "Property").

Address _____ City _____ State WA Zip _____

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

Buyer is purchasing the property in "As Is" condition as to all major functioning systems, including 6
but not limited to electrical, HVAC, structural, plumbing, as well as to the property's condition 7
regarding pests, hazardous substances, and soils/stability. 8
9

Buyer acknowledges that the decision to purchase the property was based on their own investigation 10
and/or hired their own professional and licensed inspector to conduct an inspection of the property, 11
and that Buyer has not relied on representations by the Seller, Listing Broker or Selling Broker. 12
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Seller's name is hereby amended to "Antonio Cruz-Alvarado" wherever it appears as "Antonio 15
Cruz" in this Purchase and Sale contract, related addenda and all seller disclosures. 16
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ACG
EC Inspection is purely for informational purposes and price will not be renegotiated after 22
mutual acceptance. 23

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ACG
E.C. JH Realty, Inc is owned and operated by a licensed real estate broker. 27

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ACG
E.C. Buyer will release \$5,000 earnest money to seller within 3 days of being deposited into escrow to be used for moving expenses or other expenses.

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31



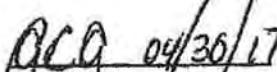
05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date



04/30/17

Seller's Initials

Date

E.C.

4-30-17

Date

5-6-2017 ACG

5-6-2017 E.C.

Form 34 A
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 03, 2017 1

between JH Realty Inc. and/or assign ("Buyer") 2
 Buyer _____
 and Antonio Cruz-Alvarado Ernestina Cruz ("Seller") 3
 Seller _____
 concerning 9435 25th Ave SW Seattle WA 98106 (the "Property"). 4
 Address _____ City _____ State _____ Zip _____

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

This form shall be called Form 34A: Early Possession Credit to Seller 6

Buyer shall provide Seller an additional \$3,000 "early possession credit" for Seller's moving expenses, provided Seller and all their family members and/or current residents vacate the property and deliver keys to Buyer by June 9, 2017 at 3 pm. Such credit shall be paid directly to Seller's choice of mover and applied/paid toward Seller's moving expenses no later than June 9, 2017 at 5 pm. Buyer reserves the right to verify Seller has vacated property prior to transferring funds to Seller's movers and shall not be obligated to pay all or part of this credit unless the home has been completely vacated. Buyer shall verify Seller has vacated property no later than 4 pm on June 9, 2017.

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31



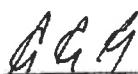
05/06/2017

Buyer's Initials

Date

Buyer's Initials

Date



5-6-2017 E.C.

5-6-2017

Seller's Initials

Date

Seller's Initials

Date

Form 34 B
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 03, 2017 1

between JH Realty Inc. and/or assign ("Buyer") 2
Buyer _____
and Antonio Cruz-Alvarado Ernestina Cruz ("Seller") 3
Seller _____
concerning 9435 25th Ave SW Seattle WA 98106 (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

This form shall be called Form 34 B: Conversion of Earnest Money to Non-Refundable Deposit. 6

Buyer and Seller agree that said earnest money shall be released by Escrow to Seller within three 7
days of being deposited. Deposit of earnest money shall occur on or before May 12, 2017. Buyer 8
agrees that upon the earnest money being released by escrow to Seller as provided herein, said funds 9
shall become a non-refundable deposit applicable toward the purchase price, and shall no longer be 10
earnest money. In the event this transaction fails to close for any reason, said non-refundable deposit 11
shall remain the property of the Seller and will not be refunded to the Buyer for any reason. 12
Provided, any earnest money funds not converted shall be disposed of according to the terms of the 13
Purchase and Sale Agreement. Nothing in this paragraph precludes Buyer from legal remedies for 14
Seller's breach or default. 15

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31



05/06/2017

Buyer's Initials

Date

Buyer's Initials

Date



5-6-2017 E.C.

5-6-2017

Seller's Initials

Date

Seller's Initials

Date

Form 35
Inspection Addendum
Rev. 7/15
Page 1 of 2

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INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

May 3, 2017

1

The following is part of the Purchase and Sale Agreement dated _____

between JH Realty, Inc and/or assign

Buyer

Buyer

("Buyer") 2

and Antonio Cruz

Seller

Ernestina Cruz

Seller

("Seller") 3

concerning 9435 25th Ave Sw

Address

Seattle

City

WA 98106

State

Zip

(the "Property"). 4

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1. a. INSPECTION CONTINGENCY. This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW.

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Sewer Inspection. Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.

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Buyer's Obligations. All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.

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BUYER'S NOTICE. This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless within 5 days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) disapproving the inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in paragraph 1.c, below. The parties may use NWMLS Form 35R to give notices required by this Addendum.

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ATTENTION BUYER: If Buyer fails to give timely notice, then this inspection contingency shall be deemed waived and Seller shall not be obligated to make any repairs or modifications.

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b. Additional Inspections. If an inspector so recommends, Buyer may obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have _____ (5 days if not filled in) after giving the notice to obtain the additional inspection(s) by a specialist.

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c. Buyer's Requests for Repairs or Modifications. If Buyer requests repairs or modifications under paragraph 1.a or 1.b. above, the parties shall negotiate as set forth in this paragraph. All requests, responses, and replies made in accordance with the following procedures are irrevocable for the time period provided.

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(i) Seller's Response to Request for Repairs or Modifications. Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:



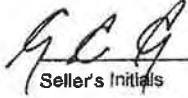
05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date



5-6-2017

Seller's Initials

Date

Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

- (ii) Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 48
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ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in paragraph 1.c.ii. Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever AND THIS CONTINGENCY SHALL BE DEEMED WAIVED. 54
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- d. Repairs.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement. 59
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- e. Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller. 68
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- f. On-site Sewage Disposal Systems Advisory:** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum). 71
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2. **NEIGHBORHOOD REVIEW CONTINGENCY:** Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 76
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3. **PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 86
87
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4. **WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 92
93
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05/04/2017

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

5-6-2017 E.C. 5-6-2017

**Form 65B
Rental – Delayed Occupancy
Rev. 7/15
Page 1 of 2**

RENTAL AGREEMENT

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Date: May 05, 2017 2
Tenant(s) Antonio Cruz-Alvarado **Seller/Tenant** **Ernestina Cruz** **Seller/Tenant** 3
 agree(s) to rent from Landlord JH Realty Inc. and/or assign **Buyer/Landlord** **Buyer/Landlord** 4
 the property commonly known as 9435 25th Ave SW **Address** **Seattle** **City** 5
WA 98106 **State** King **Zip** **County** (the "Property") on the following terms and conditions:

4

05/06/2017

Landlord's Initials

Date

Landlord's Initials

Date

Tenant's initials

Date

Tenant's Initials

Date

Cause 118-1024547-TOMDA Doc 158-21 Filed 05/12/18 Entered 05/12/18 11:06:49 Page 207 of 324

Form 65B
Rental - Delayed Occupancy
Rev. 7/15
Page 2 of 2

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

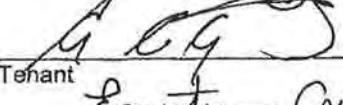
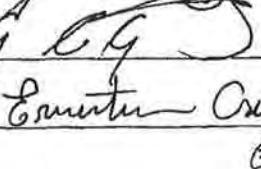
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- 11. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures:
- (a) The smoke detection device is hard-wired battery operated. 41
- (b) The Building does does not have a fire sprinkler system. 42
- (c) The Building does does not have a fire alarm system. 43
- (d) The building has a smoking policy, as follows:
- No smoking inside the house. 45
- The building does not have a smoking policy. 46
- (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 47
- The building does not have an emergency notification plan for occupants. 49
- (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 50
- The building does not have an emergency relocation plan for occupants. 52
- (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 53
- The building does not have an emergency evacuation plan for occupants. 55
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 56
- 12. CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530. 57
- 13. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 60
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 64
- 65

*15. FORM 34 C "ADDENDUM TO RENTAL AGREEMENT"
IS HEREBY ATTACHED.*

Authentisign

Landlord 05/06/2017 4:07:43 PM PDT Date
Landlord Date

 5.6.2017
Tenant
 5.6.2017 Date
Tenant Date

Form 34 e
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 03, 2017 1

between JH Realty Inc. and/or assign ("Buyer") 2
 Buyer _____
 and Antonio Cruz-Alvarado ("Seller") 3
 Seller _____
 concerning 9435 25th Ave SW (the "Property"). 4
 Address _____
 City _____
 State WA Zip 98106

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

This form shall be called Form 34 C: Addendum to Rental Agreement 6

1. If Seller or any family member fails to vacate property by June 29, 2017, rent shall be increased to \$3,000 per month beginning July 1, 2017. 8
2. Seller agrees to completely clear contents of garage and deck by the closing date. Seller further agrees to either remove the three inoperable cars from property or sign-over title to cars to Buyer by the closing date. Seller understands and agrees that if Seller fails to fulfill this portion of the agreement, Buyer may, as they see fit, dispose of contents of garage and deck, as well as inoperable cars on property beginning June 29, 2017. If any inoperable cars are not titled to the Seller and title to car(s) has not been signed-over to the Buyer by the closing date, then Seller agrees to pay Buyer any and all costs associated with disposal. 10
3. Seller agrees that Buyer may access the property to begin disposal and/or repair work on/in/to the deck, garage and backyard beginning June 30, 2017. Provided no work or disposal of any kind shall occur on a Saturday, a Sunday or a legal holiday. Seller shall reasonably cooperate with Buyer with regards to disposal and repair work, should any cooperation be requested by Buyer, and Buyer shall cooperate with Seller with regard to any reasonable request not covered herein by Seller. 19

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

05/06/2017

Buyer's Initials

Date

Buyer's Initials

Date

5.6.2017 E.C.

5.6.2017

Seller's Initials

Date

EXHIBIT "A"
Legal Description

THE SOUTH 43 FEET OF THE NORTH 286 FEET OF THE SOUTH 2 ACRES OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 24 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONDEMNED FOR EXTENSION OF 25TH AVENUE SOUTHWEST BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 544992, UNDER ORDINANCE NUMBER 88785.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

[*A*] 05/04/2017

*GCG 5.6.2017
E.C. 5.6.2017*

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ALTA Commitment (Adopted: 08.17.2008)

Page 3

Printed: 04.18.17 @ 11:30 AM
WA-CT-FNSE-02150.622474-SPS-1-17-0096118-04





May 4, 2017

Dear JH Realty Inc.,

Congratulations! Your preliminary application has been approved. **VERISTONE FUND I, LLC** has reviewed your application and has reviewed your available cash for a down payment. Your final approval is subject to the following terms:

- Purchase Price: Up to \$374,950
- Address: 9435 25th Ave Sw, Seattle 98106
- Loan Type: Acquisition Loan- "As-is"

You are approved for the above-mentioned loan provided that your credit worthiness and financial position do not materially change prior to closing and:

- The title insurance commitment is acceptable to **VERISTONE FUND I, LLC / ISAOA**
- The subject property is insured in accordance with **VERISTONE FUND I, LLC** requirements
- You execute the loan documents **VERISTONE FUND I, LLC** requires

VERISTONE FUND I, LLC expects to close this loan quickly, within 7 days of mutual acceptance of the PSA extension at this purchase price.

Regards,

A handwritten signature in black ink, appearing to read "Travis Wandell".

Travis Wandell
Sales Executive
travisw@veristonecapital.com

A handwritten signature in black ink, appearing to read "A.C.G.".

5.6.2017

A handwritten signature in black ink, appearing to read "E.C.".

5.6.2017

Form 17
Seller Disclosure Statement
Rev. 7/15
Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: Antonio Cruz

Seller

Ernestina Cruz

Seller

1

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT

9435 25th Ave SW

CITY Seattle

11

12

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STATE WA ZIP 98106 COUNTY King ("THE PROPERTY") OR AS
LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

14

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SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

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THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

23

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FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

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SELLER IS/ IS NOT OCCUPYING THE PROPERTY.

33

L SELLER'S DISCLOSURES:

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

YES NO DON'T
KNOW N/A

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1. TITLE

A. Do you have legal authority to sell the property? If no, please explain.....

39

*B. Is title to the property subject to any of the following?

- (1) First right of refusal
- 41
- (2) Option
- 42
- (3) Lease or rental agreement
- 43
- (4) Life estate?
- 44

*C. Are there any encroachments, boundary agreements, or boundary disputes?

45

*D. Is there a private road or easement agreement for access to the property?

46

*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?

47

*F. Are there any written agreements for joint maintenance of an easement or right-of-way?

48

*G. Is there any study, survey project, or notice that would adversely affect the property?

49

*H. Are there any pending or existing assessments against the property?

50

..... 51

ACA *04/19/17*
SELLER'S INITIALS Date

EC
SELLER'S INITIALS

4-19-17
Date

Form 17
Seller Disclosure Statement
Rev. 7/15
Page 2 of 6

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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- *I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? 52
*J. Is there a boundary survey for the property? 53
*K. Are there any covenants, conditions, or restrictions recorded against the property? 54
55

PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

2. WATER**A. Household Water**

- (1) The source of water for the property is: Private or publicly owned water system
 Private well serving only the subject property Other water system

*If shared, are there any written agreements? 63
64
65
66

- *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? 67
68

- *(3) Are there any problems or repairs needed? 69

- (4) During your ownership, has the source provided an adequate year-round supply of potable water?
If no, please explain: _____ 70

- *(5) Are there any water treatment systems for the property? 72

If yes, are they: Leased Owned 73

- *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? 74
75

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. 76

*(b) If yes, has all or any portion of the water right not been used for five or more successive years? 77

- *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? 78

B. Irrigation Water

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? 79
80

*(a) If yes, has all or any portion of the water right not been used for five or more successive years? 81
82

*(b) If so, is the certificate available? (If yes, please attach a copy.) 83

*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. 84

- *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? 85
86

If so, please identify the entity that supplies water to the property: _____ 87

88

C. Outdoor Sprinkler System

- (1) Is there an outdoor sprinkler system for the property? 89
90

- *(2) If yes, are there any defects in the system? 91

- *(3) If yes, is the sprinkler system connected to irrigation water? 92

3. SEWER/ON-SITE SEWAGE SYSTEM**A. The property is served by:**

- Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
 Other disposal system

Please describe: _____ 93

Dec 04/17
SELLER'S INITIALS Date

E.C.
SELLER'S INITIALS

4-19-17
Date

Form 17
Seller Disclosure Statement
Rev. 7/15
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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- | | YES | NO | DON'T
KNOW | N/A | # |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|------------------------|
| B. If public sewer system service is available to the property, is the house connected to the sewer main? _____
If no, please explain: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 98
99
100
101 |
| *C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 102
103 |
| D. If the property is connected to an on-site sewage system:
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 104
105
106 |
| (2) When was it last pumped? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 107
108 |
| *(3) Are there any defects in the operation of the on-site sewage system? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 109
110 |
| (4) When was it last inspected?
By whom: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 111 |
| (5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 112
113
114 |
| E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? _____
If no, please explain: _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 115 |
| F. Have there been any changes or repairs to the on-site sewage system? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 116
117 |
| G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? _____
If no, please explain: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 118
119
120 |
| *H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 121
122
123 |

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).

4. STRUCTURAL

- | | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|-------------------|
| A. Has the roof leaked within the last 5 years? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 124
125 |
| B. Has the basement flooded or leaked? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 126 |
| C. Have there been any conversions, additions or remodeling?
(1) If yes, were all building permits obtained? _____
(2) If yes, were all final inspections obtained? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 127
128
129 |
| D. Do you know the age of the house?
If yes, year of original construction: _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 130
131 |
| E. Has there been any settling, slippage, or sliding of the property or its improvements? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 132 |
| F. Are there any defects with the following: (If yes, please check applicable items and explain) _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 133 |

- | | | | |
|---|---|--|-------------------|
| <input type="checkbox"/> Foundations | <input checked="" type="checkbox"/> Decks | <input type="checkbox"/> Exterior Walls | 134 |
| <input type="checkbox"/> Chimneys | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarms | 135 |
| <input type="checkbox"/> Doors | <input checked="" type="checkbox"/> Windows | <input type="checkbox"/> Patio | 136 |
| <input type="checkbox"/> Ceilings | <input type="checkbox"/> Slab Floors | <input type="checkbox"/> Driveways | 137 |
| <input type="checkbox"/> Pools | <input type="checkbox"/> Hot Tub | <input type="checkbox"/> Sauna | 138 |
| <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Fireplaces | 139 |
| <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways | <input type="checkbox"/> Siding | 140 |
| <input type="checkbox"/> Wood Stoves | <input type="checkbox"/> Elevators | <input type="checkbox"/> Incline Elevators | 141 |
| <input type="checkbox"/> Stairway Chair Lifts | <input type="checkbox"/> Wheelchair Lifts | <input type="checkbox"/> Other _____ | 142
143
144 |

- | | | | | |
|--|-------------------------------------|-------------------------------------|--------------------------|-------------------|
| G. Was a structural pest or "whole house" inspection done?
If yes, when and by whom was the inspection completed? _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 145
146
147 |
| H. During your ownership, has the property had any wood destroying organism or pest infestation? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 145 |
| I. Is the attic insulated? _____ | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 146 |
| J. Is the basement insulated? _____ | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 147 |

ABC 04/19/17
SELLER'S INITIALS Date

EC
SELLER'S INITIALS Date

Authentidsign ID: 39180D98-4201-40E0-9D07-040B316BA01F
Authentidsign ID: BAA3ED23-77E8-4978-BE99-02001FB5A9E7F

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Seller Disclosure Statement
Rev. 7/15
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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	YES	NO	DON'T KNOW	N/A
5. SYSTEMS AND FIXTURES				
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?				
If yes, please explain: <u>Outdated elect. wiring. Faulty at times.</u>				
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot water tank	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Garbage disposal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appliances	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Heating and cooling systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)				
Security System:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tanks (type):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Satellite dish:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
*C. Are any of the following kinds of wood burning appliances present at the property?				
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fireplace? <u>One down stairs and one on the main floor.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Is the property equipped with smoke alarms?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS				
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fine policy, and other information that is not publicly available:				
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:				
C. Are there any pending special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. ENVIRONMENTAL				
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ACG 04/19/17
SELLER'S INITIALS Date

E.C.

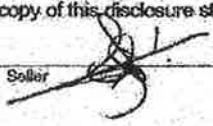
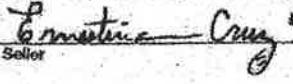
4-19-17
Date

Form 17
Seller Disclosure Statement
Rev. 7/15
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

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	YES	NO	DON'T KNOW	N/A	202
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	205
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	209
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					210
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					211
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					212
<input checked="" type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					214
B. Records and reports available to the Seller (check one below):					215
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					216
					217
					218
<input checked="" type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					218
9. MANUFACTURED AND MOBILE HOMES					220
If the property includes a manufactured or mobile home,					221
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	222
If yes, please describe the alterations: _____					223
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	225
10. FULL DISCLOSURE BY SELLERS					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about?... <i>deck need to be torn down. Rebuilt.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
					229
B. Verification					230
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					231
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Seller  Date <u>09/19/17</u>	Seller  Date <u>4-19-17</u>				235
					236

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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Form 17
Seller Disclosure Statement
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

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2. PROXIMITY TO FARMING

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

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III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation. 263
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- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party. 265
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- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 267
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- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller. 269
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 270
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- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead In Your Home*. 272
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DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

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BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

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Buyer _____ Date _____

Buyer _____ Date _____

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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer _____ Date _____

Buyer _____ Date _____

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05/04/2017

Buyer _____ Date _____

Buyer _____ Date _____

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3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

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ACQ 04/19/17
SELLER'S INITIALS _____ Date _____

E.C. 4-19-17
SELLER'S INITIALS _____ Date _____

Form 36
Counteroffer Addendum
Rev. 8/11
Page 1 of 1

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**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated May 03, 2017, 1
concerning 9435 25th Ave SW Seattle WA 98106 (the "Property"), 2
Address City State Zip
by, Antonio Cruz-Alvarado and Ernestina Cruz, as Seller 3
and the undersigned JH Realty, Inc. and/or Assign, as Buyer 4
are accepted, except for the following changes. 5

The Purchase Price shall be \$ 382,000.00 Three hundred eighty two dollars even 6

Other. 8

1. Form 21, para 11: Closing date shall be June 1, 2017. 9
2. Form 21, para 11: Possession date shall be June 29, 2017 at 5 pm unless Form 34 A applies. 10
3. Form 34 A, Early Possession Credit to Seller is hereby attached. 11
4. Form 21, para W, Information Verification Period: The entirety of this paragraph is hereby deleted. 12
5. Form 31, Earnest Money Promissory Note is hereby attached. 13
6. Form 34, last para: This paragraph is hereby deleted and Addendum 34 B, Conversion of Earnest 14
Money to Non-Refundable Deposit, is hereby attached. 15
7. Form 35, 1. b. Additional Inspections: This paragraph is hereby deleted. 16
8. Buyer agrees that any inspection reports or opinions of inspectors shall not be shared with Seller or 17
Seller's agent. 18
9. Form 65B, Rental Agreement (Seller Occupancy After Closing) and Form 34 C Addendum to Rental 20
Agreement is hereby attached. 21
10. Buyer understands that Seller is in "pre-foreclosure" status with regard to their mortgage and a 22
Trustee has been assigned; Seller confirms that they have not been served a foreclosure notice by the 23
current Trustee and that no auction date has been set. 24

ACG E.C. [initials] 05/06/2017

5-6-17 5-6-17

This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered), 27
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29
Earnest Money shall be refunded to Buyer. 30

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 31

Authentisign

05/06/2017

Signature

Date

Signature

Date

The above counteroffer is accepted.

Signature

5-6-2017 Date

Signature

Date

Form 34
Addendum/Amendment to P&S
Rev. 7/10
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated May 03, 2017 1

between JH Realty, Inc and/or Assign ("Buyer") 2
 Buyer _____ Buyer _____
 and Antonio Cruz-Alvarado Ernestina Cruz ("Seller") 3
 Seller _____ Seller _____
 concerning 9435 25th Avenue SW Seattle WA 98106 (the "Property"). 4
 Address _____ City _____ State _____ Zip _____

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

JH Realty, Inc assigns its interest in this contract to Eminence Investments LLC. 6

Eminence Investments LLC will be new buyer for this property. 7

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

 05/09/2017
Buyer's Initials Date

 05/09/2017
Buyer's Initials Date

 05/10/2017
Seller's Initials Date

 05/10/2017
Seller's Initials Date

Form 40
Commission Disbursement Form
Rev. 7/10
Page 1 of 1

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COMMISSION DISBURSEMENT FORM

SELLING OFFICE MUST:

- (1) Fill in the following completely.
- (2) Sign in the space provided.
- (3) Send the original to the Listing Firm.
- (4) Send one copy to the Closing Agent.
- (5) Retain one copy.

Buyer JH Realty, Inc and/or Assign

Seller Buyer Antonio Cruz-Alvarado Buyer Ernestina Cruz

Listing No. 1112852 Seller Today's Date 05/18/2017

Property Address 9435 25th Ave SW Seattle State WA Zip 98106

Address City State Zip

Closing Agent Best Escrow LLC

Closing Agent's Address Address City State Zip

The Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct with photocopies of this form as follows:

\$ 11,460 to Fresh Look Real Estate (Selling Firm)

400 Bellevue Way NE 5th Floor Bellevue State WA Zip 98004

Address City State Zip

\$ to

Address City State Zip

\$ to

Address City State Zip

Selling Firm Fresh Look Real Estate Phone 206-966-7441

By Jared Holland Please Print: Jared Holland

5/18/2017 10:56:20 AM Signature

LISTING FIRM MUST:

- (1) Fill in the following completely.
- (2) Sign in the space provided.
- (3) Send the original to the Closing Agent.
- (4) Retain a photocopy.

The total commission owed is \$ of which the Listing Firm's share is \$

The Closing Agent is instructed to disburse the Listing Firm's share of the commission and mail it direct with photocopies of this form as follows:

\$ to (Listing Firm)

Address City State Zip

\$ to

Address City State Zip

\$ to

Address City State Zip

Listing Firm Phone

By Please Print

Authorized Signature